



Contract no 1395
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS
LOCAL UNION No. 560

Affiliated with the International Brotherhood of Teamsters

707 SUMMIT AVENUE • UNION CITY, N.J. 07087

Telephone: (201) 864-0051

ROBERT MARRA, *Secretary-Treasurer*

AL VALLEE, *Recording Secretary*

Trustees

PETER GRANELLO

JAMES BARTOLOMEO

DAN COUGHLIN

GORDON SCOTT

INTERIM CONTRACTUAL AGREEMENT

1. Term: Six (6) month contract - January 1, 1992 through June 30, 1992.
2. Wage: Increase 3.8% (All Bargaining Unit employees)
3. Stand by Wages - \$150.00 per week
4. Clothing Allowance - \$700.00
5. Clarification of Vacation Plan to precede Article 10:

VACATION PLAN: All full time employees will take vacations according to the following time schedule:

January 1st - February 28th (one employee per department)
March 1st - November 1st (two employees per department)
November 1st - December 31st (one employee per department)

All remaining vacation time must be handed in by November 1st and seniority will prevail. No vacation (days or weeks) will be changed because of seniority for a time period of 10 days prior to the time granted.

6. Clarification of Stand-By - Article 6, Section 1B included with current contract:

Section 1b: Replacement

Any employee on stand-by status will not be entitled to work overtime in his or any other department. If an emergency arises (emergencies being determined by the superintendent or if the superintendent is not available, the foreman of the department in question) and the seniority list is exhausted, then and only then will the stand-by men be brought in if necessary. The above mentioned article will pertain to sewer stand-by and no over time will be granted to any employee (with no exceptions), on sewer stand-by.

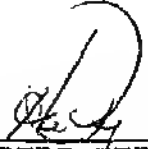
NOTE: An emergency is constituted when all union employees have been called in by seniority.

7. It is the responsibility of the foreman to have the correct men on the job and leave the stand-by men to their stand-by duties.


8. Red Circle Frederic Fata (Head Mechanic/Equipment Aerial Lift Operator) at the current salary and revert this slot back to equal the Equipment Operator/Maintenance Lead Man Classification at that current rate. This will total 4 Lead Man Positions.


9. Article 12, Section 6 shall be removed until such time as proper working will allow this section to be placed back into the Union contract.

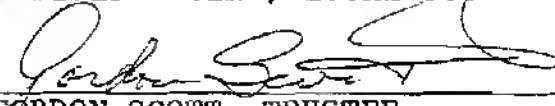
10. Unions option of second six months of 1992 no less than but no limited to 3.8% annum.


HERBERT PERRY, TWP. CLERK


COMMISSIONER/PAUL B. HAGGERTY


MAYOR LOUIS J. STELLATO


RICHARD DIAZ,
BUSINESS AGENT, LOCAL 560


GORDON SCOTT, TRUSTEE
TEAMSTERS LOCAL NO. 560

Contract no. 1395

John
S/S-

A G R E E M E N T

BETWEEN

LYNDHURST DPW

AND

TEAMSTERS LOCAL UNION NO. 560
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA

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This Agreement made this 1st day of January 1990 by and between the Township of Lyndhurst, hereinafter referred to as the "EMPLOYER", and Local 560 Teamsters representing employees of the Public Works Department, hereinafter referred to as the "UNION".

WITNESSETH

WHEREAS, it is the desire of both parties hereto to promote and secure harmonious relations between the above named Employer on the one hand and the Union on the other hand, and

WHEREAS, the parties have bargained collectively and have reached an agreement with respect to wages, hours, and other terms and conditions of employment under which the employees work for the employer, and,

WHEREAS, the parties desire to reduce said agreement in writing.


NOW, THEREFORE, in the consideration of the mutual covenant herein contained, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1. The Employer herewith recognized the Union as the sole and exclusive bargaining agent on behalf of its Public Works employees as classified in Article 4 - 6 with regard to wages, hours, and all other terms and conditions of employment. (Water, Sewer, Road Shade Tree, Recycling).

2. The Township recognizes the right of the Union to designate one Steward and one alternate for enforcement of this agreement. The Union shall furnish the Township with a written notification of the appointment of a steward and alternate and notify the Township of any changes.

3. The authority of the Steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.
 - C. Contract negotiations
- 

4. Designated Union Steward shall be granted time with pay during working hours to investigate and seek to settle grievances, to attend hearings and meetings, and conferences on contract negotiations with Township Officials.

ARTICLE 2 - UNION PAYROLL DUES COLLECTION

1. The Township agrees to deduct from the salaries of its employees dues for the Union as said employee individually and voluntarily authorizes the Township to deduct. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Union by the fifteenth day of each month following the monthly pay period in which deductions were made.

2. The Union named above shall certify to the Township in writing, the current rate of its membership dues. If the Union shall change the rate of its membership dues, it shall give the Township written notification prior to the date of such change.

All dues and initiation fees deducted from the employees shall be paid to the Teamsters Local Union No. 560, at 707 Summit Avenue, Union City, N.J. 07087.


3. The Township will notify the Secretary-Treasurer of the Union of all new employees upon completion of their 90th day probationary period, their address, birth date, classification, rate of pay, and social security number; and of all removals of employees from the Township payroll.

ARTICLE 3 NON-DISCRIMINATION

1. The provisions of this Agreement shall be applied by the Employer, the Union, and all of the employees, without discrimination on account of sex, race, color, creed, national origin, or union activities.

ARTICLE 4 - HOURS OF EMPLOYMENT

1. The normal work week for employees shall consist of 40 hours per week on the basis of five days per week and eight hours per day from Monday thru Friday, inclusive. The regular scheduled shift shall be from 7:30 A.M. to 4:00 P.M., with a one-half 1/2 hour lunch period from 12:00 Noon to 12:30 P.M., and two fifteen minute breaks.



2. All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be considered over time and shall be paid at a minimum rate of time and one half. All hours worked on Saturday shall be paid at the rate of time and one-half. Sunday and holidays shall be paid at the rate of double time.

3. It is understood that if any employee works his regular shift and is asked to work overtime, he shall be paid time and one half for all work performed in excess of his regular eight hour shift until he is relieved from work for a minimum of four hours rest time.

4. Time cards will be punched in and out during working hours, including overtime.

5. If, due to the necessities of a job an employee is not given his lunch break before 2:00 P.M.; when it is given, it shall be with pay.

6. All employees shall receive two wash up periods each day, without deduction in pay, one ten minutes before lunch hours, and one ten minutes before quitting time.


7. Employees performing snow plowing work for more than four consecutive hours outside of a scheduled eight hour day, may take a rest period of one half hour with pay after the fourth consecutive hour, in addition, in each four hour period of snow removal work, a ten minute coffee break may be taken.

8. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done.

9. No one out sick on a regular work day shall be called in for overtime.

ARTICLE 5 HOLIDAYS

1. The Employer recognizes the following legal holidays: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and any other Holiday declared by the Board of Commissioners for any department in the Township.



2. In the event that a holiday designated above should fall on a Sunday, that designated Holiday shall be observed on the following Monday.

3. In the event that a holiday designated above shall fall on a Saturday, that designated Holiday shall be observed on the Friday before, except for New Year's Day, which will be observed the following Monday.

ARTICLE 6 - WAGES

1a. Stand-By Wages - All DPW and Water Department employees are subject to be on 24 hour sewer and water stand-by pay and shall be paid an additional \$110.00 per week during 1990 and \$121.00 per week during 1991. The employees on stand-by will be paid time and one half for time worked. They shall receive double time for Holidays and Sundays. They shall not be entitled to the four hour minimum.

1b. Any employee voluntarily giving up his scheduled stand-by, shall not be entitled to a call in and or overtime for the remainder of that week only.


1c. Employees on standby call, shall remain on the scene for the duration of the emergency. If during that time any emergency arises, sewer standby men will have to address the call, and will be replaced at the scene.

1d. These provisions shall not apply to department foreman.

2. Over-time Call In - For Shade Tree, Sewer, Water, and Street Department emergencies shall be by individual department seniority, with the Department Foreman being the first person called in. Major snowstorms constitute total combined DPW and Water Department seniority call-in.

3a. If any other department other than the Police Department is to receive a greater percentage rate increase than 6% for 1990 or 6% for 1991, the DPW and Water Department employees shall receive the same increase as other said department. Effective 1/1/90 a third rate of \$13.00 per hour will be established (Head Mechanic/Equipment Operator).

3b. Wages: Effective January 1, 1990, there will be a 6% wage increase. Effective January 1, 1991, there will be an additional 6% wage increase.



3c. Effective January 1, 1990 all department foreman will have wage parity with Township Parks Department. (ie., water dept., road dept, sewer dept., shade tree, these 4 departments will have Foremen titles.

4. Any employee performing a job which is out of his job classification, on a temporary basis, for a period exceeding thirty (30) days, shall be paid at the rate of pay the job commands after the first thirty (30) days, or until he is returned to his classification.

ARTICLE 7 - SENIORITY

It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfers, promotions, assignments of schedules, layoffs, and recalls. In all cases however, ability to perform the work in a satisfactory manner will be a factor in designating the employees to be effected.


1. An employee shall be deemed a probationary following his regular appointment to a permanent position during his trial period of ninety days. Employees may be dismissed without recourse during the probationary period.

2. The seniority of an employee is defined as the length of service as a Township employee dating back to his date of hire.

3. In the event of layoffs and rehiring, the last person hired shall be the first to be laid off, and the last person laid off shall be the first to be recalled, provided the person is able to do the work in a satisfactory manner.

4. It is the policy of the employer that when there are promotions to a higher labor grade or transfers to another grade the Township will make such promotions or transfers from its regular seniority list. Consideration for such promotions shall be based on seniority and ability to perform the job. If an employee so promoted or transferred is not deemed qualified after a ninety day trial period, the Township may transfer him to his former position.

5. Job Bids: All transfers, promotions, or new jobs, shall be posted to be bid on by regular seniority employees. Bids must remain posted for no less than seven work days. Bids will be accepted by seniority and ability to perform the function. Should there be no one on the regular seniority a list be will offered in order of seniority if so desired.



ARTICLE 8 - LOSS OF SENIORITY

Seniority shall be lost by an employee for the following reasons:

1. Voluntary Quitting - Failure to report back to work no later than the beginning of the next work week following the conclusion or termination of a leave of absence shall be deemed to constitute a voluntary quitting.

2. Discharge for cause.

3. Failure to report for work within a twenty-four hour period when called back, (after a lay-off), after receipt of a telegram or by letter sent by certified mail, return receipt requested, or by personal service unless such failure is mutually agreed between the Township and the Union to be excusable.

ARTICLE 9 - LEAVE OF ABSENCE

1. The terms of the Lyndhurst Personal Ordinance and its amendments are hereby incorporated and made a part of this agreement.


ARTICLE 10 - VACATIONS

All employees shall receive vacations with pay as follows:

Employed for more than 6 months but less than 1 year	5 days
Employed for more than 1 year but less than 5 years	10 days
Employed for more than 5 years but less than 15 years	15 days
Employed for more than 15 years but less than 20 years	20 days
Employed for more than 20 years but less than 25 years	25 days
Employee for more than 25 years	30 days

ARTICLE 11 - LONGEVITY

Each employee shall be entitled to longevity payment in accordance with the following schedule:



1% after four years of service. An additional 1/4% there after for every year of service for a maximum of 6% on attaining 24 years of service. Longevity benefits shall be awarded to an employee on an anniversary date basis.

ARTICLE 12 - RECALL

1. Any employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one half the straight time hourly rate of pay with a minimum guarantee of four hours work or pay in lieu thereof, for combined department emergency call-in, other than stand-by.

2. There is a minimum guarantee of four hours work or pay if an employee is recalled back to work after 4:30 P.M. until before 3:30 A.M.

3. If an employee is recalled back to work before 3:30 A.M. and works straight thru until 7:30 A.M. he will receive time and one half for the minimum four hours guarantee and time and one half for time worked after 7:30 A.M. until 4:00 P.M.

4. If an employee is recalled back to work before 3:30 A.M. and does not work until 7:30 A.M. he will receive time and one half for the four hour minimum, but time worked from 7:30 A.M. until 4:00 P.M. will be paid at straight time.


5. If an employee is recalled back to work after 3:30 A.M. he will receive time and one half for the hours worked, up until 7:30 A.M., no four hour minimum guarantee, and time worked after 7:30 A.M. until 4:00 P.M. will be paid at straight time.

6. All hours "continuously" worked in excess of sixteen (16) hours in 1990 shall be paid at the double tiome rate in 1991 at the rate of double time and one half.

ARTICLE 13 - SICK LEAVE

1. Each employee shall be entitled to twelve days sick leave for every year of service. Sick leave not used in a calendar year may be carried forward to subsequent years and shall be cumulative. The provisions of the Lyndhurst Personnel Ordinance and its amendments pertaining to sick leave are hereby incorporated and made part of this agreement.

2. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, or exposure



to contagious disease, and may include absence due to illness in the immediate family of the employee or necessary attendance upon a member of the immediate family who is ill.

3. Employees who will be absent from work due to illness must call in at 8:00 A.M. in order to receive sick leave benefits.

4. Sick days next preceding or next following a holiday or vacation period must be substantiated by a doctors certificate in order to receive sick leave benefits.

5. An employee absent on sick leave for more than three days shall submit acceptable medical evidence substantiating the illness, if requested by the Township.

6. Buy out Plan: Beginning 1990 the 12 allotted sick days each year thereafter may be bought out at the contract rate of pay for the corresponding year. Providing none of the twelve days are used, also that a minimum of ten days are banked for emergency purpose.

ARTICLE 14 - BEREAVEMENT LEAVE

1. The terms of the Lyndhurst Personnel Ordinance and its amendments are hereby incorporated and made a part of this agreement.

ARTICLE 15 - MEDICAL COVERAGE

1. The Employer will provide and pay for and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for employees covered by this agreement and their families, of the same type and in the same amount as presently exists.

2. The Employer shall also provide dental care for the employee and their families. Said dental care is to be determined and paid by the Employer.

3. The Employer shall also provide a prescription plan for the employees and their families.

4. In the event that the Township upgrades its medical coverage plan for any Township employee, the members of the Public Works Department shall be included in said new plan.

5. All the above benefits will begin after three months of employment.

ARTICLE 16 - GENERAL PROVISIONS

1. All personnel shall be allowed a clothing allowance of \$630.00 for the year of 1990, and \$630.00 for the year of 1991, provided that the employee shall have been employed by the Township for a period of 90 days.

2. The uniform shall consist of 1 blue jacket, 6 blue work shirts, 6 blue work pants, and 2 pairs of metal tipped work shoes per year. All jackets and shirts will be marked with DPW identification and employees' names. Gloves and rain gear will be provided by the Township and are not included in the clothing allowance.

3. The uniform shall be purchased through the DPW at vendors agreed upon by the DPW and employees, and receipts shall be made available to the Township for the purchase of uniforms.

4. Personnel arriving at work not wearing a full uniform shall be made to punch out and will not be allowed back to work unless wearing a full uniform.


5. Personal Days - All personnel shall be entitled to 3 personal days a year during the term of this agreement provided that no employee shall take a personal day before or the day after any vacation or any holiday as set forth in this agreement and further provided that the employee shall give 24 hours notice prior to taking a personal day.

6. The Township hereby declares its intention to try to appoint future DPW and Water Department Superintendents from within the ranks of the men in the Department.

7. Work Stoppages - It is agreed that during the term of this Agreement neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott or picketing or willfull interference with performance, transportation or distribution of work.

8. In the event that any employee or employees violate the provisions of this section, disciplinary action will be taken, which may include loss of seniority or discharge.

9. Recycling: Effective immediately by the recycling dept. shall be brought into the bargaining unit. All terms and conditions of this agreement shall apply. All employees in this dept. shall become Union members in good standing of Local Union No. 560.



ARTICLE 17 - EMPLOYER PREROGATIVES

1. Proposed new rules and regulations or modifications of existing governing working conditions shall when practical be announced in advance and discussed with the Union before they are established.

2. Nothing in this agreement shall interfere with the right of the Township in accordance with the applicable law rules and regulations.

A. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel methods and means in the most appropriate and efficient manner possible.

B. Manage employees of the Township, to hire, promote, transfer, assign, or retain employees in positions within the Township and in that regard to establish reasonable work rules.

C. Suspend, demote, discharge, or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.

ARTICLE 18 - GRIEVANCE PROCEDURE


The terms of the Lyndhurst Personnel Ordinance and its amendments are hereby incorporated and made a part of this agreement.

ARTICLE 19 - SAFETY AND HEALTH

1. The Employer shall at all times maintain working conditions to insure maximum safety for all employees and shall provide employees with appropriate equipment.

2. Employees are required to use safety equipment distributed for jobs.

3. If equipment deemed necessary for job safety is not working, disciplinary action may be taken.



ARTICLE 20 - WAIVER

1. This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties. Any area or issue not covered by this shall be governed by the Lyndhurst Personnel Ordinance and its amendments.

ARTICLE 21 - MILITARY CLAUSE

1. Employees enlisting or entering the military or naval service of the United States Pursuant to the provisions of applicable Federal Law shall be granted all rights and privileges therein provided.

ARTICLE 22 - BULLETIN BOARD & VISITATION

1. The Employer agrees to the posting within its business premises of notices of the Union meetings by the Shop Steward or alternate at a place designated by the Employer, such notice to subject to approval by the Employer.

2. The Union representative will be permitted to visit Union stewards and members on Township premises for the purpose of discussing Union business.

3. All new and vacant positions shall be posted on the Union Bulletin Boards for a period of one week. Employees applying for such vacancies shall make a request in writing to the head of the individual department in which such vacancies exist.

4. It is further agreed between the parties that any and all benefits previously awarded to the employees that have been altered or amended by the terms of this agreement shall remain full force and effect and shall remain operative and binding upon the parties for two years.

5. This agreement shall be for a period of two years from January 1, 1990 and shall continue thereafter from year to year unless reopened upon sixty days written notice again by one party or the other.

6. The Township and the Union agree to the schedule of job classifications and hourly pay rates attached hereto as schedule A.

7. The employees shall receive wages as listed in schedule A, from January 1, 1990 to December 31, 1991, and this agreement shall be re-opened for negotiations for the 1991 year.

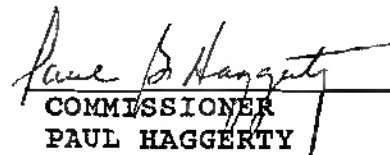
IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have executed this agreement

ATTEST:

TOWNSHIP OF LYNTHURST



HERBERT PERRY, TWP. CLERK



COMMISSIONER
PAUL HAGGERTY

ATTEST:

LOCAL 560, IBT

SALARIES AND CLASSIFICATIONS

1990 6% increase retroactive to 1/1/89

1991 6% increase

FOREMAN

January 1, 1990 .90 per hour increase \$15.93 per hour

January 1, 1991 .96 per hour increase \$16.89 per hour

HEAD MECH./EQUIP OPERATOR

January 1, 1990 .78 per hour increase \$13.78 per hour

January 1, 1991 .82 per hour increase \$14.61 per hour

EQUIP OPERATOR/MAINT.

January 1, 1990 .71 per hour increase \$12.55 per hour

January 1, 1991 .75 per hour increase \$13.30 per hour

WATER MAINT.

January 1, 1990 .68 per hour increase \$12.14 per hour

January 1, 1991 .73 per hour increase \$12.87 per hour

EQUIP. OPERATOR

January 1, 1990 .61 per hour increase \$10.93 per hour

January 1, 1991 .66 per hour increase \$11.59 per hour

UTILITY MAINT.

January 1, 1990 .60 per hour increase \$10.64 per hour

January 1, 1991 .64 per hour increase \$11.28 per hour

LABORER/DRIVER

January 1, 1990 .53 per hour increase \$9.39 per hour

January 1, 1991 .56 per hour increase \$9.95 per hour

LABORER

January 1, 1990 .49 per hour increase \$8.59 per hour
January 1, 1989 .52 per hour increase \$9.11 per hour

SWEEPER EQUIPMENT OPERATOR

January 1, 1990 .63 per hour increase \$11.08 per hour
January 1, 1990 .66 per hour increase \$11.74 per hour

EQUIPMENT OPERATOR/MAINTENANCE LEADMAN

January 1, 1990 .73 per hour increase \$12.82 per hour
January 1, 1991 .77 per hour increase \$13.59 per hour